

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:

MEECHAM HOSPITALITY, LLC,

Debtor.

CHAPTER 11

CASE NO. 12-40594

**LIMITED OBJECTION OF HOLIDAY HOSPITALITY FRANCHISING, INC. TO
DEBTOR'S MOTION TO ENTER INTO A HOTEL MANAGEMENT AGREEMENT
WITH HMC HOSPITALITY OPERATING COMPANY**

Holiday Hospitality Franchising, Inc. ("HHFI"), submits this limited objection to Debtor's Motion to Enter into a Hotel Management Agreement with HMC Hospitality Operating Company (the "Motion") [Docket No. 76], as follows:

1. Meecham Hospitality, LLC (the "Debtor") operates a Holiday Inn® Hotel located at 4635 Gemini Place, Fort Worth, Texas 76106 (the "Hotel").

2. HHFI and Debtor are parties to that certain Holiday Hospitality Franchising, Inc. Holiday Inn® Hotel Change of Ownership License Agreement, dated August 1, 2008 (as may have been amended, the "License Agreement") that permits the Debtor to operate the Hotel as a Holiday Inn® hotel. A true and correct copy of the License Agreement is attached hereto as

Exhibit 1.

3. The License Agreement sets forth the obligations and undertakings required of the Debtor, which are material to the operation of a Holiday Inn® hotel.

4. Section 10.J of the License Agreement explicitly provides that:

Licensee must at all times retain and exercise direct management control over the Hotel's business. Licensee shall not enter into any lease, management agreement, or other similar arrangement for the operation of the Hotel or any part thereof (including without limitation, food and/or beverage service facilities) with any individual or Entity other than Licensee, without the prior consent of Licensor.

License Agreement, § 10.J.

5. When granting consent, HHFI requires certain language to be included in management agreements between franchisees and their management companies. Here, HHFI would not object to the Debtor entering into a hotel management agreement with HMC Hospitality Operating Company (“HMC”), **provided** that the required language is included in the agreement. The required language is attached hereto as **Exhibit 2**.

WHEREFORE, having objected to the Motion on a limited basis, HHFI respectfully requests that the Court deny the Motion **unless** the Debtor and HMC add the required language to the hotel management agreement.

DATED: May 8, 2012

Respectfully submitted,

/s/ Nathan W. Shackelford
Nathan W. Shackelford
Texas State Bar No. 24070598
ALSTON & BIRD LLP
2828 N. Harwood Street, Suite 1800
Dallas, Texas 75206
Telephone: (214) 922-3400
Facsimile: (214) 922-3489
Email: nathan.shackelford@alston.com